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8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10

11 MICHAEL R. MARCUS and VICTORIA L.
12 MARCUS,

13 Plaintiffs,

14 vs.

15 AIR & LIQUID SYSTEMS CORPORATION,
et al.,

16 Defendants.

17 Case No.: 4:22-cv-09058-HSG

18 [Alameda County Superior Court Case No.:
19 22CV021840]

20 **PROVISIONAL STIPULATION OF
DISMISSAL WITH PREJUDICE:
GARDNER DENVER, INC. ; ORDER**

21 Courtroom: 02, 4th Floor

22 District Judge: Hon. Haywood S. Gilliam Jr.

23 Filed in State Court: November 15, 2022

24 Removed to NDCA: December 21, 2022

25 Trial Date: September 9, 2024.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure Section
3 41(a)(1)(A)(i)(ii), Plaintiffs Michael R. Marcus and Victoria L. Marcus (“Plaintiffs”) and
4 GARDNER DENVER, INC. (“Defendant”) hereby stipulate as follows:

5 1. On November 15, 2022, Plaintiffs filed their Complaint for Personal Injury and Loss
6 of Consortium – Asbestos in the Superior Court of the State of California, County of Alameda
7 Case No. 22CV021840.

8 2. On December 21, 2022, the above action was removed to the United States District
9 Court, Northern District of California, Case No. 4:22-09058.

10 3. On September 3, 2024, Plaintiffs and Defendant reached an agreement of all claims in
11 this action.

12 4. The terms of settlement are not yet perfected, but Plaintiffs and Defendant agree that
13 this matter should not be litigated due to the agreed-upon resolution.

14 Based on the foregoing facts, Plaintiffs and Defendant stipulate and agree to the
15 following:

16 This Court should conditionally dismiss this Action in its entirety against GARDNER
17 DENVER, INC., only, with prejudice. As the terms of settlement are not yet perfected, this
18 Court will retain jurisdiction over the matter for sixty (60) days.

19 DATED: September 3, 2024

Maune Raichle Hartley French & Mudd LLC

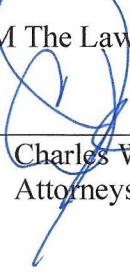
20 By: 

Rabiah N. Oral

Attorney for Plaintiffs

21 DATED: September 3, 2024

MG+M The Law Firm

22 By: 

Charles W. Jenkins

Attorneys for GARDNER DENVER, INC.

LOCAL RULE 5-1(i)(3) SERVICE AND FILING OF PLEADINGS AND OTHER PAPERS

2 In accordance with L.R5-1(i)(3), I, Rabiah N. Oral, attest that all signatories identified
3 above, and on whose behalf the filing is submitted, concur in the filing's content and have
4 authorized the filing. 

5 | DATED: September 3, 2024

By: 

Rabiah N. Oral, Esq.
Attorney for Plaintiffs

ORDER

Having read and considered the foregoing stipulation of parties, and good cause appearing:

PURSUANT TO STIPULATION, IT IS SO ORDERED that GARDNER DENVER, INC., only, is conditionally dismissed with prejudice from this Action in its entirety. Perfection of the terms of the settlement is to be completed within 60 days of this signed Order. The Court shall retain jurisdiction for 60 days from the date of this signed Order.

IT IS SO ORDERED.

DATED: 9/4/2024

Haywood S. Gill, Jr.
Hon. Haywood S. Gilliam, Jr.
UNITED STATES DISTRICT COURT JUDGE